Lisa Sulka

Mayor

Ted Huffman

Mayor Pro Tempore

Anthony Barrett

Town Manager



Council Members
Karen Lavery
Fred Hamilton
Larry Toomer
Sandra Lunceford
Town Clerk

Town of Bluffton Request for Proposals Building Safety Construction Plan Review Services RFP #2015-08

OVERVIEW

The Town of Bluffton is soliciting proposals from experienced persons and/or firms to provide construction plan review services for the Department of Growth Management's Office of Building Safety.

Proposals, including supporting documentation, are due by Tuesday, September 16, 2014 at 10:00 a.m. at Town Hall, 20 Bridge Street, Bluffton, South Carolina, 29910. Submittals shall be clearly marked as: RFP 2015-08, Building Safety Construction Plan Review Services. Offerors must include one (1) original, three (3) copies, and a digital copy on a USB Flash Drive/DVD/CD by the stated deadline.

Mailing Address: Town of Bluffton

Attn: Frank Hodge, Jr., CBO, MCP

P.O. Box 386

Bluffton, South Carolina 29910

Physical Address: Town of Bluffton

Attn: Frank Hodge, Jr., CBO, MCP

20 Bridge Street

Bluffton, South Carolina 29910

Proposals delivered after the time and date set for receipt of proposals shall not be accepted and will be returned unopened to the offeror. It is the offeror's responsibility to ensure timely delivery of their proposal. Weather, flight delays, carrier errors and other acts of otherwise excusable neglect are risks allocated to offerors and will not be exempted from deadline requirements. E-mail, telephone, or facsimile proposals will not be accepted.

All proposals submitted shall include a current e-mail address. Once selection is complete, Notice of Award shall be posted on the Town's website. Notice of Award and

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notices of non-award, shall be sent to all Offerors via e-mail. No hard copies will be sent regular mail unless specifically requested.

The words "Bidder", "Offeror", "Proposer", "Vendor", and "Firm" are used interchangeably throughout this RFP, and are used in place of the person, vendor, or corporation submitting a bid.

Questions

Questions must be submitted in writing on or before Tuesday, September 9, 2014 at 10:00 a.m. to the contact noted below. Questions and answers will be posted on the Town's website at www.townofbluffton.sc.gov.

Contact: Frank Hodge, Jr., CBO, MCP

Director of Growth Management

Email: fhodge@townofbluffton.com

Fax: Attn: Frank Hodge, (843) 706-4515

Mail: Town of Bluffton

Attn: Frank Hodge P.O. Box 386

Bluffton, South Carolina 29910

Proprietary and/or Confidential Information

Your proposal or bid is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be treated as confidential as an exception to disclosure under the FOIA. If you cannot agree to this standard, please do not submit your bid or proposal.

All information that is to be treated as confidential and/or proprietary must be CLEARLY identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as CONFIDENTIAL, in bold, in a font of at least 12 point type, in the upper right hand corner of the page. All information not so denoted and identified may be subject to disclosure by the Town.

SCOPE OF SERVICES

The successful offeror will demonstrate in its proposal the ability to perform building plan review services at Town Hall on an as needed basis for the Town of Bluffton.

I. INTRODUCTION

The Town of Bluffton, Beaufort County, South Carolina, a municipal corporation is soliciting competitive sealed proposals to contract for professional services for building construction plan review. The Vendor's qualified Plan Reviewers shall perform technical review of building, mechanical, electric, plumbing, energy, and accessibility plans for a variety of commercial and residential projects performed under Town issued permits. The Town will consider entering into a contract with

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a qualified and responsible persons and/or firms for such services, and accordingly are furnishing herein a set of criteria by which such proposals shall be evaluated. This Agreement will be considered a Master Services Agreement (MSA) with a term of two (2) years with up to two (2) one-year automatic extensions. Any firm desiring to furnish a proposal for such services shall submit a qualification statement following the instructions and format of the attached Request for Proposals (RFP) documents.

II. SCOPE OF SERVICES

The Town of Bluffton, SC (Town), invites proposals from interested and qualified persons and/or firms with experience and technical qualifications related to building construction plan review in accordance with International Code Council and Town requirements. The ability to interpret and apply the Town's code and ordinances, the International Codes, as well as applicable state and federal regulations, is critical to provision of these services. Qualified offeror's must possess all licenses, certifications and permits necessary to provide the professional services described herein.

- A. **Responsible Town Department.** The Town's Department of Growth Management's Office of Building Safety coordinates all plan review and building inspection functions. Plan review includes reviewing plans for compliance with the International Codes, the Town's Flood Damage Prevention Ordinance, and other applicable Town code provisions in addition to compliance with applicable state and federal laws.
- B. **Applicable Codes.** In addition to the Town Code, the Town adopted the following Construction Codes:
 - 1. 2012 International Building Code with SC modifications;
 - 2. 2012 International Residential Code with SC modifications;
 - 3. 2012 International Fire Code with SC modifications;
 - 4. 2012 International Plumbing Code;
 - 5. 2012 International Mechanical Code;
 - 6. 2009 International Energy Conservation Code;
 - 7. 2012 International Fuel Gas Code with SC modifications;
 - 8. 2011 National Electrical Code; and
 - 9. 2012 International Existing Building Code
- C. **Plan Reviews at Town Hall.** The Plan Reviewer will perform all reviews in-person at Town Hall under the supervision of the Building Official.
- D. **Services on an as-needed basis.** Vendor plan reviews shall be on an asneeded basis upon the request of the Building Official. There is no guarantee that the actual number of Plan Reviews as the number of plans/permits depends on a number of factors, including, but not limited to, economic and construction activity.

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- E. **Standard Plan Review.** The Vendor shall provide appropriate personnel to perform Standard Plan Reviews and Re-reviews within a reasonable time frame as directed by the Building Official after the time the plans are submitted to the Vendor.
- F. **Expedited Plan Review.** Expedited Plan Review, as determined by the Building Official, shall be completed within three (3) days after the time the plans are submitted to the Vendor.
- G. **Plan Review Scheduling.** Town staff will route the appropriate plan copies to the Vendor for review. The Vendor will be responsible for scheduling the Review for completion within the time required for a Standard or Expedited Plan Review.
- H. **Plan Review Results.** The Town utilizes the EnerGov enterprise software program the ability to enter plan review results and comments. The Town will provide the Plan Reviewer with training to utilize the enterprise software.
- I. **Equipment.** The Town shall provide office space, computers, software and other related materials and equipment necessary to perform the services. The cost to provide these materials shall be incorporated into the Vendor's proposed bid amounts.
- J. **Town Training.** The Vendor's Plan Review staff will be expected to attend training on various Town policies including, but not limited to software, procedures, and Town Code requirements. Such training will be provided by or through the Town, at its cost.
- K. **Policy Compliance.** The Vendor and its Plan Review staff will be required to execute and comply with certain Town policies regarding computer software and other user agreements.
- L. **Ongoing Education.** During the term of the contract between the individual or firm and the Town, the individual or firm will be required to keep informed of applicable local, state, and federal laws and regulations, including, but not limited to, those pertaining conflicts of interest which in any manner affect those employed by the individual or firm or in any way that affects the performance of plan review, or other building services.

III. QUALIFICATIONS

The individuals and/or firm must:

A. Possess the necessary licenses and certifications in the State of South Carolina to perform the required plan reviews. All personnel shall be International Code Council (ICC) certified in the field they are reviewing, and duly licensed by the State of South Carolina.

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- B. Obtain a Town of Bluffton Business License.
- C. Carry the appropriate levels of General Liability, Professional Liability, Worker's Compensation and Auto insurance.
- D. Provide a list of qualified staff available for the project and provide a detailed resume for the proposed Plan Reviewer or Reviewers who will be assigned to the Town.
- E. Demonstrate experience in a wide variety of plan review including highend custom homes, large commercial projects, hospitals, industrial parks and manufacturing uses, parking structures, and entertainment-related development (hotels, motels, restaurants, and various entertainment venues). The firm shall also demonstrate experience applying the International Codes.
- F. Charge a flat hourly rate for all residential and commercial plan reviews as well as a flat travel fee for the Plan Reviewer's travel time.
- G. Knowledgeable in and be able to cogently explain verbally and in writing all applicable International Codes, local (the Town Code of Ordinances), and the floodplain requirements, as well as all state and federal regulations (including ADA requirements), that are applicable to inspections, engineering design, and plan review.
- H. Provide qualified plan reviewers on staff who will be accessible and available to discuss and clarify plan reviews with developers, designers, architects, Firms, and Town staff by phone, email, or in person.
- I. Not perform services for any other person or entity that would result in a conflict of interest such as performing design work for individuals or commercial enterprises within the Town limits.

PROPOSAL SUBMITTALS

Proposals should contain:

- A cover letter
- Detailed information regarding the offeror's experience in providing similar services.
- Qualifications of proposed team members, their availability, and identifying the offeror's main contact person.
- An outline of the methodology by which the team intends to approach the work.

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- A minimum of three (3) references, including contact names, email addresses, and phone numbers.
- Hourly and travel rate schedule for key team members and how timesheets are approved and submitted for invoicing.
- Copy of Town of Bluffton Business License or letter of commitment to obtain Town Business License if contract is awarded.
- Listing of individual and/or firm's current insurance policy limits for General Liability, Professional Liability, Worker's Compensation and Auto insurance policies.
- If applicable, documentation of offeror's qualification as a Local Business and/or as a Minority or Disadvantaged Business Enterprise.

EVALUATION CRITERIA

Proposals will be evaluated on the following criteria with the associated weighting for each criterion:

- Individual or Firm's qualifications and resources 15%
- Qualifications of proposed Plan Reviewer(s) 20%
- Experience with similar work 20%
- Approach to performing work 20%
- Fee schedule 10%
- References 10%
- Local Business and/or Minority or Disadvantaged Business Enterprise –
 5%

TOWN OF BLUFFTON RIGHTS

Proposals must be signed by an official of the company authorized to bind the offeror, and it shall contain a statement that the proposed price is good for a period of at least ninety (90) days from the submittal date.

The Town reserves the right to refuse any and all proposals and to waive any technicalities and formalities. The Town reserves the right to negotiate with all qualified offerors. The Town may cancel this solicitation in part or in its entirety if it is in the Town's best interest to do so.

This solicitation does not commit the Town to award a contract, or to pay for any cost incurred in the preparation of your proposals, or to procure or contract for any articles of goods or services.

The Town does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or in the provision of goods or services.

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Attachments:

- 1. Sample Town of Bluffton Agreement
- 2. Sample Master Services Agreement Work Authorization Form

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Attachment 1

TOWN OF BLUFFTON AGREEMENT Contract Number <200X-XX>

COUNTY OF BEAUFORT

STATE OF SOUTH CAROLINA

THIS AGREEMENT is made the	of	, 201_	between	<contractor></contractor>	(hereinafter	called
"Contractor") and the Town of Bluffton	(hereinafter	called "Town"), a m	unicipal co	orporation orga	anized and ex	kisting
under the laws of the State of South Caro	lina.					

WHEREAS, the Town desires <purpose of contract>; and

WHEREAS, the Town and Contractor desire to enter into an Agreement wherein the Contractor shall provide such services as set forth herein below:

NOW, THEREFORE, for and in consideration of the mutual promises, undertaking and covenants set forth herein, the receipt and sufficiency of which are acknowledged and affirmed by the Town and the Contractor, the parties hereto agree as follows:

- 1. Services/Schedule: The Contractor shall perform services per the attached scope of work and schedule in "Attachment 1".
- 2. Deliverables: The deliverables resulting from execution of the above mentioned work shall be: < Deliverables>
- 3. Fees: The total cost of these services shall be \$ < Costs > per "Attachment 2".
- 4. Invoicing: The Contractor shall send invoices to the Town of Bluffton, PO Box 386 Bluffton, SC 29910, Attn: *<Project Manager>*. The invoice should reference contract number *<200X-XX>* Approved invoices shall be paid within 30 days upon receipt of invoice.
- 5. General Terms and Conditions:
 - a. The contractor is required to maintain appropriate levels, in the Town's sole opinion, of insurance for general liability, auto liability, professional liability, and workers compensation coverage. The contactor must provide the Town with a Certificate of Insurance for each that names the Town as an additional insured. The contractor is required to immediately contact the Town should any change to these policies occur during the course of the performance of this contract. Failure to maintain these policies is grounds for termination.
 - b. Work will commence at NOTICE TO PROCEED and expire upon completion and acceptance of the project. All deliverables, whether goods, services, supplies, or other, shall become the property of the Town. Any deliverables that may be provided in hard copy and electronic form, such as drawings, plans, specifications, reports, or other, shall be provided in such formats and orientations as required by the Town.
 - c. Contractor shall be licensed to perform the work including, but not limited to, a current Town of Bluffton Business License and any required State of South Carolina license.
 - d. Contractor shall comply with the most current Federal and State of South Carolina Laws and Regulations, including but not limited to, Fair Labor Standards Act and Occupational Safety and Health Administration guidelines.
 - e. In the event the Contractor is required to hire Sub-Contractors, those Sub-Contractors must be appropriately licensed by the Town of Bluffton. The Contractor must provide the Town with a list of all Sub-Contractors and to immediately notify the Town of any changes. Use of non licensed Sub-Contractors is grounds for termination.

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- f. The Town Manager or his designee may terminate this contract in whole or in part at any time for the convenience of the Town. If the contract is terminated for the convenience of the Town, the Town will pay the Contractor for costs incurred to that date of termination.
- g. Should any part of this Agreement be rendered void, invalid or unenforceable by a court of law, such a determination shall not render void, invalid or unenforceable any other part of this Agreement.
- h. This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.
- i. This Agreement may not be modified nor any additional work performed unless such modification or work is approved in writing and signed by both parties. The Contractor may not assign this contract without the prior written approval of the Town.
- j. The Contractor shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or an appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.
- k. In the event the Town has to proceed to litigation to protect or enforce its rights, the Town shall be entitled to recover its reasonable attorney fees and costs.
- 1. Unless otherwise specified in this Agreement, Contractor shall provide a one (1) year warranty for the work performed hereunder, with said time to be measured from the date of final acceptance of the work by the Town.
- m. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by the Agreement. Nothing contained herein creates any relationship between the Town and Contractor other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Agreement. The conduct and control of the Contractor's agents and employees and methods utilized in fulfilling its obligations hereunder shall lay solely and exclusively with the Contractor. The contractor's agents or employees shall not be considered employees of the Town for any purpose. No person employed by the Contractor shall have any benefits, status, or right of employment with the Town

IN WITNESS WHEREOF, the parties hereto affixed their signatures hereto the date first written hereinabove.

<contractor name=""></contractor>	TOWN OF BLUFFTON
Date:	Date:
Ву:	Ву:
Print Name:	Print Name:
Position:	Position:
Witnesses:	Witnesses:
Witnesses:	Witnesses:
Attachments: 1. 2.	

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Attachment 2

MASTER SERVICES AGREEMENT WORK AUTHORIZATION

PO Box 386 Bluffton, SC 29910	PROJECT NAME: PROJECT CODE:		
	MSA WORK AUTHORIZATION NO	O.:	
DESCRIPTION OF WORK T	O BE PERFORMED:		
REQUESTED BY:		efore proceeding with	n work.
LABOR	Proceed with work.	LUMP SUM	T&M (NTE)
EQUIPMENT		LUMP SUM	T&M (NTE)
MATERIAL		LUMP SUM	T&M (NTE)
SCHEDULE		START	END
		<u>.</u>	

Contractor Representative

Town Representative

Date